

IN THE CRIMINAL COURT OF DAVIDSON COUNTY, TENNESSEE,  
AT NASHVILLE-DIVISION I

STATE OF TENNESSEE

v.

PERRY A. MARCH

Case No. 99-B-1290

**MOTION IN LIMINE CONTINGENT CONTRACTS**

This cause initially came to be heard on 11/17/05 upon hearing on Defendants Motion to Compel Discovery and various Defense Motions. By order of this court, the state was given thirty (30) days to produce any contract between Levine Mattson Orr Geraciotti, Perry A. March, Elliott Greenberg, Paul Eichel or William Gambil. No contract has been identified by the State.

Therefore Defendant moves that an order issue excluding as evidence any contract of employment between LMOG and March and any contract between LMOG or March and Greenberg Gambil or Eichel. Additionally, should the State not fully respond to the Defendant 12(d) (2) motion identifying the manner in which it intends to establish a contract, and the terms there of, that any evidence of a contract between the various people be excluded.

Respectfully Submitted,

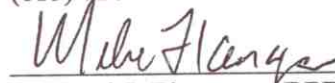
  
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**Certificate of Service**

I hereby certify that a true and accurate copy of the foregoing was forwarded by U. S. Mail, postage prepaid, *Amy Eisenbeck And Ben Winters*, Assistant District Attorney General, 222 Second Avenue North, Suite 500, Nashville, TN 37201, and on this 22<sup>nd</sup> day of February, 2006.

  
C. Edward Fowlkes

THIS MOTION EXPECTS TO COME ON TO BE HEARD ON \_\_ DAY OF MARCH \_\_, 2006 AT  
\_\_ O'CLOCK \_\_.M.

2/22/06 M-3  
"Written Contracts"  
2006 FEB 22 AM 10:15  
DAVIDSON COUNTY CLERK  
HEAT